

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

REVV-ELATION AUTO SALES, LLC,)	
)	
Plaintiff,)	
)	Civil Action No.
v.)	
)	
ATLANTIC ACCEPTANCE CORP. and)	
RYAN LITTLE,)	
)	
Defendants.)	

MOTION FOR PRELIMINARY INJUNCTION

REVV-Elation Auto Sales, LLC (hereafter, “REVV”) hereby files this motion for preliminary injunction against Atlantic Acceptance Corp. (hereafter, “AAC”) and Ryan Little (together, “Defendants”), as follows.

DISCUSSION

On November 8, 2022, non-party G***** Jones purchased a Nissan Sentra from REVV for \$27,900.51, of which \$17,600.00 was financed (Mr. Jones’s full name is redacted for his privacy). The previous day, November 7, 2022, AAC had approved Mr. Jones’s financing. Per the terms of the lending agreement between AAC and Mr. Jones, Mr. Jones was to pay AAC sixty-six (66) consecutive payments of \$412.14.

On November 23, 2022, non-party N***** Thomas purchased a Nissan Altima from REVV for \$22,500.00, of which \$22,000.00 was financed (Ms.

Thomas's full name is also redacted for her privacy). A few days prior, on November 12, 2022, AAC had approved Ms. Thomas's financing. Per the terms of the lending agreement between AAC and Ms. Thomas, Ms. Thomas was to pay AAC seventy-two (72) consecutive payments of \$495.45.

Per the terms of the agreement between AAC and REVV, upon approval and final execution of the sales documents, AAC was to fund REVV the financed amounts of \$17,600.00 on behalf of Mr. Jones and \$22,000.00 on behalf of Ms. Thomas. The agreement between AAC and REVV did not require Mr. Jones or Mr. Thomas to make any payments for funding to begin.

Nonetheless, both Mr. Jones and Ms. Thomas have made all of their regular payments to AAC. REVV released the vehicles to Mr. Jones and Ms. Thomas and caused the title of the vehicle to be placed into Mr. Jones's and Ms. Thomas's names with AAC as the lien holder. Despite this, AAC has failed to fund REVV.

Like many car dealerships, REVV operates on a "floor plan" financing system through a non-party. In essence, the floor plan allows REVV to purchase vehicles for placement on its showroom floor, and when REVV sells the vehicles, REVV is required to pay the floor plan its proceeds from the floor plan loan.

Due to the failure to fund by AAC, REVV was forced to acquire separate financing to fund the flood plan loan.

Ryan Little is the principal of AAC and personally benefits from its success. Throughout November and December of 2022, AAC and Mr. Little, individually, promised to fund REV with the missing \$39,600.00 from the Jones and Thomas sales. No funding has come in whatsoever, but Mr. Jones and Ms. Thomas continue to pay AAC for the loan.

As a result of Defendants' failure to fund REVV with the \$39,600.00, which has gone on since November of 2022, REVV has suffered the extreme harm of not having access to their funds.

A district court may grant injunctive relief if the movant shows the following: (1) substantial likelihood of success on the merits; (2) irreparable injury will be suffered unless the injunction issues; (3) the threatened injury to the movant outweighs whatever damage the proposed injunction may cause the opposing party; and (4) if issued, the injunction would not be adverse to the public interest.

McDonald's Corp. v. Robertson, 147 F.3d 1301, 1306 (11th Cir. 1998).

Ordering the AAC to fund the Jones and Thomas deals in the amount of \$39,600.00 will not result in any harm to AAC, as Mr. Jones and Ms. Thomas have been making consistent payments and AAC has not raised any allegation of concern over their ability to pay. REVV is certain to prevail on the merits against Defendants, as AAC approved both loans, REVV titled and provided the vehicles

to Mr. Jones and Ms. Thomas, and both have made regular payments for the vehicles.

No element of this matter has any meaningful impact on the public interest, and therefore, granting the sought-after injunction will not disserve the public interest.

CONCLUSION

This Court should Grant REVV-Elation Auto Sales, LLC's Motion for a Preliminary Injunction, and should Order Defendants to disburse the \$39,600.00 from the Jones and Thomas deals immediately.

Respectfully submitted, this 19th day of January, 2023.

FGP LAW, LLC

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